

### **REMARKS**

Claims 1-42 and 65-68 are pending.

Claims 1-42 and 65-68 stand rejected.

Claims 43-64 have been cancelled without prejudice or disclaimer of the subject matter recited therein.

Applicants' Submission in a Request for Continued Examination on February 6, 2009 included four (4) new claims, 65, 66, 67, and 68. Applicants' subsequent Response to Non-Final Office Action filed on September 18, 2009 ("September 18, 2009 Response") included corresponding claims 65, 66, 66, and 67 and accidentally renumbered claims 67 and 68 as "66" and "67", respectively, and accidentally identified claims 65, 66, 66, and 67 as "New" rather than as "Previously Presented".

Applicants have corrected these matters in this resubmitted Response by:

(1) properly numbering claims 65, 66, 67, and 68 to correspond to their original filing numbers of February 6, 2009, and

(2) properly identifying claims 65, 66, 67, and 68 as "Previously Presented".

The remainder of this Response is resubmitted in identical form as contained in Applicants' September 18, 2009 Response except that the reference to claims "65-67" in the September 18, 2009 Response has been changed to "65-68".

### **Claim Rejections - 35 U.S.C. § 103**

Claims 1-42 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,782,369 to Carrott (hereinafter "*Carrott*") in view of U.S. Publication No. 20010032094 to Ghosh (hereinafter "*Ghosh*") and U.S. Patent No. 7,200,749 to Wheeler et al. (hereinafter "*Wheeler*"). Applicants respectfully traverse the rejection.

For at least the reasons submitted below, Applicants respectfully submit that claims 1-42 and claims 65-68 are allowable over *Carrott* in view of *Ghosh* and *Wheeler*.

*Carrott* teaches a “computer system and method of allocating commissions for sales made over the Internet and for dividing an otherwise indivisible Internet into defined geographic areas.” *Carrott*, Abstract. The computers system and method of *Carrott* more specifically teach “recording sales to exclusive geographic distribution/representation areas placed through an Internet web site”, “determining a value of [the] sales to each of [the] geographic distribution/representation areas”, and “allocating commissions based solely on [the] value of [the] sales delivered to each of [the] geographic distribution/representation areas.” *Id.*, claim 1.

*Ghosh* teaches “providing a centralized updated and current database that tracks all relevant information related to licensing of agents and agencies.” *Ghosh*, para. 0013. “The present invention further provides agents with information relative to their license status, and requirements for maintaining their certification.” *Id.* *Ghosh* teaches a system that “provides a licensing information system that can be used for tracking and maintaining all relevant information regarding a particular individual and their licensing status in addition to relevant information regarding different commercial insurance organizations.” *Id.*, para. 0014. *Ghosh* also teaches that the system “has unique and extensive reporting capabilities that facilitate a display of information in a user friendly manner” such as “for state reporting requirements.” *Id.*, paras. 0016 and 0049.

*Wheeler* has a 35 U.S.C. § 371 filing date of December 20, 2002, a PCT filing date of Aug. 6, 2001, and claims priority to U.S. Provisional Application No. 60/223,076 filed on August 4, 2000 (hereinafter “*Wheeler Provisional*”). The present application has a filing date of March 15, 2001. *Wheeler* is only prior art under 35 U.S.C. § 102(e) to the extent that all the subject matter relied upon for the rejection is found in both *Wheeler* and *Wheeler Provisional*. See, *Ex parte Yamaguchi*, No. 2007-4412 (B.P.A.I. August 29, 2008). Thus, since *Wheeler* cannot be prior art for teachings not found in *Wheeler Provisional*, Applicants will discuss the rejection in view of *Wheeler Provisional*.

The *Wheeler Provisional* is generally directed towards an Account Authority Digital Signature (AADS) infrastructure. “AADS is [a] straight-forward upgrade to all exiting shared-secret authentication business processes (upgrade from shared secret to digital signature using existing business processes.” *Wheeler Provisional*, Exhibit 1, page 1. *Wheeler Provisional* teaches that “one of the inhibitors to the deployment of high integrity business processes has been the lack

of [a] strong authentication infrastructure (a chain is no stronger than its weakest link).” *Id.*, Exhibit 2, page 11. “Account Authority Digital Signature is a practical application of digital signatures for strong authentication which is opening up practical high integrity business processes.” *Id.*, pages 11-12. *Wheeler Provisional* describes a system for authenticating digital signatures.

Assuming, without admitting, that the combination of *Carrott*, *Ghosh*, and *Wheeler Provisional* is appropriate, Applicants respectfully submit that *Carrott* in view of *Ghosh* and *Wheeler Provisional* fail to teach or suggest the present invention and fail to achieve the purpose of the present invention.

#### **Claim 1.**

The combination of *Carrott*, *Ghosh*, and *Wheeler Provisional* results in a system and method that provides commissions to a distributor, store and retrieves licensing information about the distributor, generates reports regarding, for example, state licensing requirements, and authenticates digital signatures. *Wheeler* is cited in the Office Action as disclosing “electronic communications for an electronic contract.” Office Action, p. 2. “The contract of *Wheeler* is disclosed as being valid.” *Id.* However, *Wheeler Provisional* is clearly directed towards authenticating digital signatures. The contract would be valid because the digital signature is valid. However, simply having a valid contract with an authenticated digital signal does **not** supply the teaching missing from *Carrott* and *Ghosh*, namely, determining whether or not a distributor has a valid license “to sell products associated with [a] sales transaction” to obtain a commission for the sales transaction. Claim 1. The combination of simply tracking a sale to a distributor, managing the distributor’s licensing information as taught by the combination of *Carrott* and *Ghosh*, and authenticating digital signatures as taught by *Wheeler Provisional* does not in and of itself determine whether or not a distributor has a valid license “to sell products associated with [a] sales transaction” to obtain a commission for the sales transaction. Claim 1. The combination of *Carrott*, *Ghosh*, and *Wheeler Provisional* still suffers from deficiencies identified in the Background of the Present Application.

**Thus, contrary to the combination of *Carrott*, *Ghosh*, and *Wheeler Provisional* , to determine whether a distributor has a valid license, in addition to merely obtaining licensing**

**information, the system must also determine, for example, “if a party associated with said sales transaction has a valid license to sell products associated with the sales transaction.”** *Carrott* in combination with *Ghosh* and *Wheeler Provisional* (“*Carrott/Ghosh/Wheeler Provisional combination*”) fail to teach or suggest how to apply the licensing information to a distributor and authenticating a digital signature in *Wheeler Provisional* does not provide the missing teaching. Although the open ended language of the claims of the present application do not prevent using authenticated digital signatures, in contrast to the *Carrott/Ghosh/Wheeler Provisional combination*, Claim 1 recites “a licensing module **configured to determine if a party associated with said sales transaction has a valid license to sell products associated with the sales transaction**” and “a payment module **for determining payment associated with said sales transaction to said party in accordance** with (i) a determination of said commission amounts determined by said commission module and (ii) **a determination by said licensing module of whether said party has a valid license to sell the products associated with said sales transaction.**”

Thus, the combination of *Carrott* in view of *Ghosh* and *Wheeler Provisional* is missing elements of Claim 1 and, therefore, cannot teach or suggest the present invention of claim 1.

In summary, Applicants respectfully submit that *Carrott* in combination with *Ghosh* and *Wheeler Provisional* only relevantly teach determining commissions for distributors on a geographic basis, obtaining licensing information, and authenticating digital signatures. Since, (1) the *Carrott/Ghosh/Wheeler Provisional combination* fails to teach or suggest “a licensing module configured to determine if a party associated with said sales transaction has a valid license to sell products associated with the sales transaction”, (2) fails to teach “a payment module for determining payment associated with said sales transaction to said party in accordance with (i) a determination of said commission amounts determined by said commission module and (ii) a determination by said licensing module of whether said party has a valid license to sell the products associated with said sales transaction”, and (3) use of hindsight in view of the present application is impermissible, the present invention of Claim 1 is allowable over the *Carrott/Ghosh/Wheeler Provisional combination*.

#### **Claim 12.**

Applicants also respectfully submit that independent Claim 12 is allowable. Applicants respectfully submit that the **Office Action provides no support for rejecting Claim 12.**

Applicants respectfully submit that the *Carrott/Ghosh/Wheeler Provisional combination* teaches determining commissions for distributors on a geographic basis, obtaining licensing information, and authenticating digital signatures. However, Applicants respectfully submit that the *Carrott/Ghosh/Wheeler Provisional combination* neither teaches nor suggests “a distributor management engine configured to obtain at least one of said plurality of data objects from said database source and **determine whether said at least one distributing party conforms with said at least one selling agreement and said at least one license or appointment is valid** to allow the at least one distributing party to sell one or more products of the first party in accordance with the selling agreement.”

#### **Claim 32.**

Applicants also respectfully submit that independent Claim 32 is allowable. Applicants respectfully submit that the **Office Action provides no support for rejecting Claim 32.**

Applicants respectfully submit that the *Carrott/Ghosh/Wheeler Provisional combination* teaches determining commissions for distributors on a geographic basis, obtaining licensing information, and authenticating digital signatures. However, Applicants respectfully submit that the *Carrott/Ghosh/Wheeler Provisional combination* neither teaches nor suggests “a licensing and appointment module **configured to determine if said at least one license or appointment data object associated with said at least one distributor is in compliance with a set of industry regulations.**”

For at least the foregoing reasons, Applicants respectfully request withdrawal of the rejection of claims 1, 12, and 32 and claims directly or indirectly dependent therefrom.

#### **CONCLUSION**

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues

remain that might be subject to resolution through a telephonic interview, the examiner is requested to telephone the undersigned at 512-338-9100.

CERTIFICATE OF TRANSMISSION

I hereby certify that on February 25, 2010, this correspondence is being transmitted via the U.S. Patent & Trademark Office's electronic filing system.

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Respectfully submitted,

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